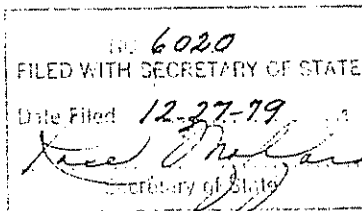


PROJECT ER-053-1(16)
MESA - PAYSON HIGHWAY
COUNTRY CLUB DRIVE AT SALT RIVER
New Bridge on State Route 87



INTERGOVERNMENTAL

AGENCY AGREEMENT

PARTIES

THIS AGREEMENT, made and entered into this 27th day of December, 1979, pursuant to A.R.S. Sec. 11-951 through 11-954, as amended, by and between THE STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, hereinafter called "DEPARTMENT", THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through its TRIBAL COUNCIL, hereinafter called "COMMUNITY", and MARICOPA COUNTY, a political subdivision of the STATE OF ARIZONA, acting by and through its BOARD OF SUPERVISORS, hereinafter called "COUNTY".

STATUTORY AUTHORIZATION

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION shall execute this Agreement on behalf of the STATE; and

WHEREAS, the COUNTY is empowered by A.R.S. Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has, by that certain resolution attached hereto and incorporated herein as Exhibit "A", resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY; and

BACKGROUND

WHEREAS, as a result of the December 1978 flood, the low drainage structure on State Route 87 (Country Club Drive) at the

Salt River was destroyed. From March 1, 1978 through May 17, 1979 this crossing at Country Club Drive has been totally or partially closed a total of 194 days causing severe social and economic impacts on communities, businesses and individuals alike, and

WHEREAS, a need exists for a bridge across the Salt River in the vicinity of Country Club Drive on State Route 87 to eliminate future roadway closures due to flows in the normally dry river, and

PURPOSE

WHEREAS, on March 14, 1979 the Department received approval from the Federal Highway Administration for consideration of a replacement bridge under the EMERGENCY RELIEF PROGRAM with authority to proceed with project development of a structure designed to accommodate a 50-year flood frequency, and

WHEREAS, recognizing this need and in the interest of the traveling public, the DEPARTMENT AND COMMUNITY signed a Letter of Understanding, dated May 30, 1979 relating to the location and construction of an all weather bridge crossing the Salt River, and

WHEREAS, the County is desirous of extending McDowell Road easterly from its intersection with Country Club Drive to North Mesa Drive, and

WHEREAS, the location of the Project is almost totally within the jurisdiction of the COMMUNITY, who by signing the Letter of Understanding indicated a desire to implement and proceed with the construction of the needed bridge, and

WHEREAS, this agreement is entered into to set forth the obligatory duties and rights of each party hereto.

THEREFORE, the parties hereto covenant and agree as follows:

METHOD

DEPARTMENT, for and as a part of its obligations hereunder shall:

1. Study, plan and design the project, providing administration, engineering, and technical assistance for implementation and construction of the Emergency Relief Project.

2. Acquire in its name and at its cost all the right of way necessary for construction of the S.R. 87 portion of the Emergency Relief Project.

3. Acting as agent for County, acquire by any legal means, except condemnation the right of way for the extension of McDowell Road, and it shall be understood that the department shall make no financial contribution to the acquisition of right of way, design, construction or maintenance of the McDowell Road extension.

4. Upon completion of the project, abandon to Community all of the existing right of way no longer required for State Route 87.

5. Negotiate the acquisition of all necessary rights of way pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17) and Federal Regulation C.F.R. Title 25, Section 161.

COMMUNITY, for and as a part of its obligation hereunder shall:

1. Continue to provide active participation in the development of the project.

2. Grant and does hereby grant permission to State and County to enter upon Community Lands for preliminary engineering activities including all surveys, material sampling, test hole drilling, channel and drainage studies, traffic and intersection studies, appraisals and other studies as may be necessary.

3. Assist in determining the Right of Way needs and the fair market value of Community Lands necessary for the Project. Said fair market value to be appraised by one fee appraiser agreeable to Department, County, and Community.

COUNTY, for and as a part of its obligation hereunder shall:

1. Authorize and does hereby authorize DEPARTMENT to act as its agent to acquire by any legal means, except condemnation, the necessary right of way for the extension of McDowell Road. Said

authorization includes title examination, appraisals and acquisition functions.

2. Study, plan and design the McDowell Road extension and prepare a set of plans and specifications for the construction of said extension on the right of way acquired in the County's name by the Department.

3. Upon completion of the improvement, operate and maintain the extension until agreed otherwise.

4. Deposit with the State the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) as the County's initial estimated cost for the above services and deposit additional funds with the State as required to complete the County's phase of the work covered by this agreement.

MANNER OF FINANCING

All costs of the Department shall be provided for as a part of its annual budget. Funds for the improvement of this project have been provided by its inclusion in the "Five-Year Transportation Construction Program".

All cost of the County shall be provided for as a part of its annual budget. Payment to the Department for the acquisition of the McDowell Road Extension Right of Way shall be made by the County from its county funds, without cost to the Department.

ALL PARTIES AGREE as follows:

1. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

2. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the regulations of the Secretary of Agriculture (7 C.F.R. 15. 1-15.12), which provide that no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded.

3. Attached hereto are copies of Resolutions passed by governing bodies of the parties hereto authorizing their entering into this agreement.

DURATION

THIS AGREEMENT shall continue in force until the completion of the construction herein contemplated or until 5 years from date of execution.

All Parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

FILING WITH SECRETARY OF STATE

THIS AGREEMENT shall become effective on the day it is filed with the Secretary of State.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year herein written.

STATE OF ARIZONA

by W. A. Ordway
W. A. Ordway, Director
Arizona Department of Transportation

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY This signing of this agreement authorized by a resolution of the governing body of the Community at a meeting held on December 5, 1979.

by Herschel Andrews
Herschel Andrews, President
Salt River Pima-Maricopa
Indian Community

MARICOPA COUNTY

by Stanley Robinson
Chairman, Board of Supervisors

Attested by John Woodall
Clerk of the Board

DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS

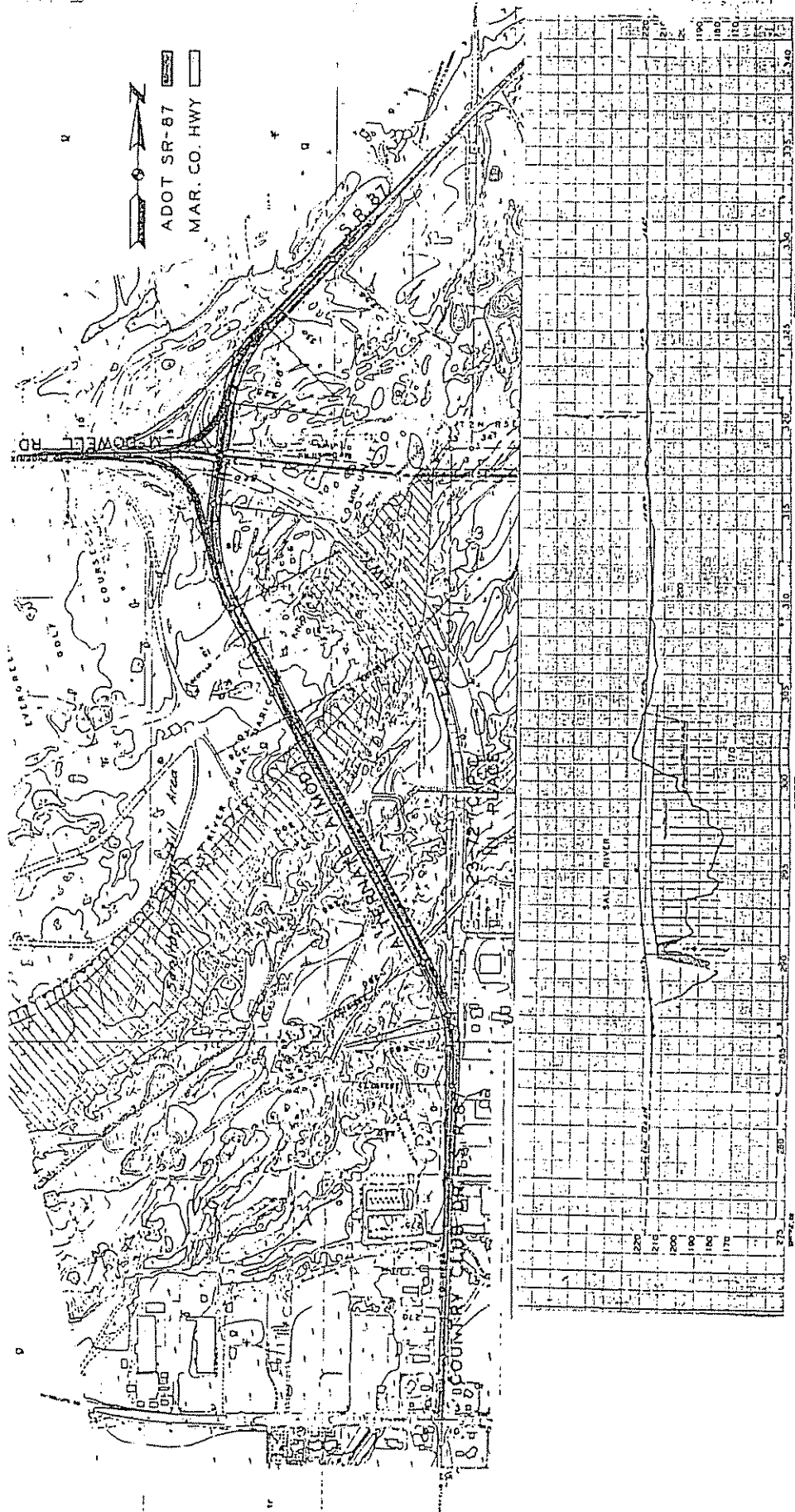
Concurrence

John K. [Signature]
Acting Coordinator



ADOT SR-87


MAR. CO. HWY



RESOLUTION

Be It Resolved on this 19th day of November, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that, pursuant to A.R.S. 28-108, it is in the best interest of the State of Arizona for the Department of Transportation, acting by and thru its Highways Division, to enter into an Intergovernmental Agency Agreement with the Salt River Pima-Maricopa Indian Community, acting by and through its Tribal Council, and Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Supervisors.

Therefore authroization is hereby given to draft said agreement, which, upon completion, shall be submitted for approval and execution.



W. A. Ordway, Director
Arizona Department of Transportation

APPENDIX "A"

RESOLUTION

Be It Resolved on this 17th day of December, 1979, that Maricopa County, a political Subdivision of the State of Arizona, acting by and through its Board of Supervisors, have determined that, pursuant to A.R.S. 11-251, it is in the best interest of the County of Maricopa, acting by and through its County Highway Department, to enter into an Intergovernmental Agency Agreement with the State of Arizona, acting by and through its Department of Transportation, and the Salt River Pima-Maricopa Indian Community acting by and through its Tribal Council.

Therefore authorization is hereby given for a draft of said agreement, which, upon completion, shall be submitted for approval and execution.

A handwritten signature in cursive script, reading "Stanley Robinson". The signature is written in dark ink and is positioned below the main body of the resolution text.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY COUNCIL
Route 1, Box 216
Scottsdale, Arizona 85256

Resolution No. SR-1189-80

WHEREAS, the Salt River Pima-Maricopa Indian Community Council is interested in entering into an intergovernmental agency agreement with the State of Arizona acting through its Department of Transportation, Highways Division, and Maricopa County, a political subdivision of the State of Arizona, whose purpose it would be to implement and proceed with the construction of a bridge across the Salt River in the vicinity of Country Club Drive on State Route 87; and

WHEREAS, the attached intergovernmental agency agreement satisfactorily meets the requirements of the Community;

NOW, THEREFORE, BE IT RESOLVED that the Salt River Pima-Maricopa Indian Community Council, in meeting assembled this 5th day of December, 1979, does hereby authorize and direct the President of the Salt River Pima-Maricopa Indian Community to execute, on behalf of the Community, the intergovernmental agency agreement, a copy of which is attached to this resolution.

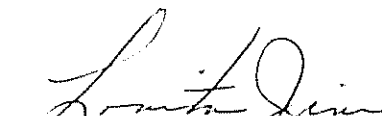
C E R T I F I C A T I O N

Pursuant to the authority contained in Article III, Section 5 (i) of the Constitution and By-Laws of the Salt River Pima-Maricopa Indian Community, ratified by the Tribe, November 23, 1970, and approved by the Secretary of the Interior, March 18, 1971, the foregoing resolution was adopted on the 5th day of December, 1979, by a duly called meeting held by the Community Council in Salt River, Arizona, at which a quorum of 5 members were present, by a vote of 5 for; 0 against; and 4 absent.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY COUNCIL


Herschel Andrews, President

ATTEST:


Lonita Jim, Secretary



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

*This one
amended -*

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-922 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6 day of December, 1979.

ROBERT K. CORBIN
Attorney General

Assistant Attorney General